

**AGREEMENT**  
**Between**  
**COMMUNICATION WORKERS OF AMERICA**  
**and**  
**HOUSING AUTHORITY & URBAN REDEVELOPMENT AGENCY**  
**OF THE**  
**CITY OF ATLANTIC CITY**

**PRIMARY SUPERVISORS**

**April 1, 2015 to March 31, 2018**

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## **PREAMBLE**

**THIS AGREEMENT** entered into this       day of July 2015, by and between the Housing Authority & Urban Redevelopment Agency of the City of Atlantic City, hereinafter called the "Authority", and the Communication Workers of America, CWA, with offices at 451 Glassboro Road, Woodbury Heights, N.J. 08097, hereinafter called the "Union," has as its purpose the promotion of harmonious relations between the Authority and the Union; the establishment of rates of pay, hours of work, and other conditions of employment; and represents the complete and final understanding on all bargainable issues between the Authority and the Union.

## **RECOGNITION**

In accordance with the Certification of Representation of the New Jersey Public Employment Relations Commission (P.E.R.C.), the Authority recognizes the Union as the sole and exclusive representative of all of its full-time and part-time employees employed as Primary Supervisor by the Authority, as set forth on Schedule A annexed hereto and made a part hereof.

## **ARTICLE 1 DUES CHECK OFF**

- A. The Authority agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the CWA. Such deductions shall be in the amount of 1.15 (1.15%) percent of the employees' gross wages. Such deductions shall be made in compliance with Chapter 123, Public Laws of 1974, N.J.S.A. (R.S.) 52:14-15. 94, as amended, and members shall be eligible to withdraw such authority during July of each year that this Agreement is in effect.
- B. In accordance with P.L. 1979, Ch. 477 as it relates to agency shop provisions, a representation fee of eighty-five (85%) percent shall be deducted from all nonunion employees in this unit. The Union agrees to implement a demand and return system set forth in the statute and in addition, the Union shall indemnify and hold the Authority harmless for liability, which may arise from the implementation of this Article.
- C. A Check Off shall commence for each employee who signs a properly dated authorization card supplied by the Union and verified by the Treasurer of the Union during the month following the filing of such card with the Authority.
- D. The aggregate deductions from all employees shall be remitted to the Treasurer of the Union, together with the list of the names of all employees for whom the deductions were made, by the fifteenth (15<sup>th</sup>) day of the succeeding month after such deductions were made.
- E. If during the life of this Agreement there shall be any change in the rate of membership dues, the Union shall furnish the Authority written notice thirty (30) days prior to the effective date of such change and shall furnish to the Authority official notification on the letterhead of the Union and signed by the President of the Union advising of such changes in deductions.

F. The Union will provide the necessary "Check Off Authorization" forms and the Union will secure the signatures of its members on the forms and deliver the signed forms to the Authority Treasurer.

G. Unless an employee withdraws authorization for the deduction of Union dues in writing, the Authority will continue to deduct dues.

H. The Union agrees to indemnify, defend and hold the Authority harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Authority in reliance upon salary deduction authorization cards or the fair share assessment information as furnished by the Union to the Authority or in reliance upon the official notification on the letterhead of the Union and signed by the President of the Union, advising of such changes in deductions.

## **ARTICLE 2 UNION RIGHTS**

A. The Authority shall allow the Union to purchase and place one (1) bulletin board of a size and type mutually agreed to at an approved location for the exclusive use of the Union at all work sites. The Union shall have the use of the bulletin board for the posting of notices relating to meetings and official business of the Union. Any item from the Union must either be on Union letterhead or signed by the Union President and the Union shall solely be responsible for all content placed on said board. If the Authority claims that material of a derogatory, inflammatory, insulting or demeaning nature against the Authority, any employee/supervisor of the Authority or any resident/citizen/landlord/tenant and/or business owner in Atlantic City is posted, the Authority shall immediately notify the Union Representative of such claim and the parties shall immediately discuss said posting.

B. Union officials and duly authorized Union representatives not employed by the Authority, whose names have been submitted to and acknowledged by the Authority, shall be admitted to the premises of the Authority on Union business. The Union shall notify the Authority five (5) work days in advance of such visit. The Union shall have the opportunity to meet with employees before the start of the work shift, during lunch or breaks or after the completion of the work shift and/or during the period of a grievance investigation. Permission for such visits will not be unreasonably denied. These visits will not interfere with the operations of the Authority.

C. The President or designees of the bargaining unit may use up to five (5) days, and no more than fifteen (15) days combined between the three (3) bargaining units, for Union business each contract year with pay, to attend conferences, conventions or seminars, which are directly related to Union business. They must provide one (1) week's notice for such leave.

D. The Authority shall provide defense and indemnification to all personnel covered by this Agreement, in the lawful performance of their job duties, while in the actual employ of the Authority.

E. The Union has the sole right and discretion to designate no more than three (3) stewards and three (3) alternates annually in writing and notify the Authority of such stewards and alternates and any change(s) in such. Stewards and/or alternates shall not contact bargaining unit members during the work day if such contact interferes with the operations of the Authority.

F. Members of the bargaining unit who, by mutual agreement between the Union and the Authority, participate during working hours in conferences and meetings with the Authority which involve or derive from its collective bargaining agreement, shall suffer no loss of pay.

G. Members of the bargaining unit who directly participate in conferences, grievance proceedings, arbitration and/or negotiation sessions held in the City off Authority property shall be allowed up to one-half (½) hour beyond the cessation of the conferences/proceedings sessions to return to their work assignment(s). They shall give their Supervisor reasonable notice in advance of their desire to attend such proceeding(s).

H. The Authority shall allow one (1) bargaining unit member to attend all Board meetings. Employees shall be released from duty and shall suffer no loss of pay as a result of attendance at such meetings.

I. Within thirty (30) days of the ratification of this agreement, the Authority shall provide the Union with a Seniority list of Unit employees. This list shall include the following: Name, Address, Date of Hire, Current Job Title and Salary.

J. On a quarterly basis, the Authority shall forward to the Union a list of the following:

1. Names of newly hired employees with their addresses, dates of hire, titles and salaries.
2. Names of employees who have been promoted
3. Names of employees who have been terminated.
4. Names of employees who have resigned.
5. Names of employees who have retired.

### **ARTICLE 3 SENIORITY**

A. For purposes of promotions, demotions or layoffs, as well as for the purpose of accruing benefits payable hereunder, including but not limited to vacations and sick leave, seniority shall be defined as continuous full time employment with the Authority from the date of hire, excluding unpaid leaves of absence and/or unpaid discipline (suspension/termination, etc.) and/or as noted herein. The Authority still reserves the right to promote/demote based on factors/qualifications in which seniority is not a condition of such decision.

B. An employee's date of hire is the date that the employee is hired for full-time permanent employment and is physically on the premises and available for work and begins his probationary period. Seasonal, interim and/or part-time employment is not counted as part of any

employee's probationary period and is not credited for the purposes of accruing benefits hereunder, including but not limited to vacations or sick leave.

C. There shall be one (1) seniority list for all full-time employees as it relates to vacation selection, personal day selection and overtime assignments. When there are no remaining Civil Service employees covered under the provisions of this collective bargaining agreement, then the list shall apply to all applicable unit employees as to layoffs.

D. All seniority shall be lost if any of the following occur:

1. Discharge for cause.
2. Resignation or retirement.
3. Absence for three (3) consecutive work days without prior approved leave from, or notice to, the employer.
4. Engaging in any new full-time or part-time employment without authorization during a period of leave.
5. Employees who have been on layoff status in excess of six (6) months.
6. Failure of a laid off employee to report for work upon recall within seven (7) calendar days after acknowledgement of receipt of the recall notice, unless authorized by the Executive Director or designee. Acknowledgement shall be as defined as in Article 14.

#### **ARTICLE 4 NO STRIKE NO LOCKOUT**

A. The Union (its officers, agents, representatives) and employees agree not to in any way, directly or indirectly, authorize, cause, assist, encourage, participate in, ratify or condone any strike, sit-down, slowdown, cessation or stoppage of work, or other interference with or interruption of work. Inciting, inducing or participating in any such activity shall constitute cause for suspension, discharge or other discipline.

B. The Union will discourage and will take whatever steps are necessary to prevent or terminate any strike, work stoppage, slowdown, walk-out or other job action against the Authority.

C. The Authority agrees that it will not engage in a lockout or other similar action because of any proposed changes in the Agreement or disputes over matters relating to this Agreement.

D. Nothing contained in this Agreement shall be construed to limit or restrict the Authority in its right to seek and obtain such judicial relief as it may be entitled to under the law.

## **ARTICLE 5 WORK RULES**

- A. The Authority may establish reasonable and necessary rules of work and conduct for employees. Such rules will be equitably applied and enforced.
- B. The Authority agrees to notify the Union in writing twenty (20) working days prior to the implementation of any rules of work and/or conduct for employees that are established by the Authority pursuant to paragraph "A" above.
- C. Any and all policies or regulations will be posted by the Authority five (5) days prior to implementation, except in those cases where an emergency exists as determined by the Authority.
- D. In no case will the Authority establish work rules that are in violation of this Agreement.

## **ARTICLE 6 NON-DISCRIMINATION AND HARASSMENT**

- A. The Authority and the Union agree that neither of them will discriminate or harass or cause discrimination, harassment, bullying and hostility against any employee covered by this labor agreement because of pay, sex, race, creed, color, religion, national origin, civil union or domestic partnership status, ancestry, age, pregnancy, marital or political status, affectional or sexual orientation, gender identity or expression, atypical heredity, cellular or blood trait, genetic information, disability (including AIDS or HIV infection) or handicap which can be accommodated without undue hardship, veteran, and/or any other characteristic protected by Federal or State law.
- B. It is the policy of the Authority that employees should be able to work in an environment free from discrimination and harassment of any kind. The Authority and the Union agree that the working environment shall be characterized by mutual respect for the common dignity to which all individuals are entitled.
- C. Any discrimination or harassment whatsoever of Authority employees by other Authority employees and/or officials will not be permitted, regardless of their working relationship. This refers to, but is not limited to, discrimination and harassment for the following reasons: age, race, color, national origin, religion, gender, sexual orientation, marital status, disability, or any other characteristic protected by State or Federal law.
- D. Harassment shall also include sexual harassment. All references to employees in this Agreement designate both sexes, and wherever a pronoun and/or adjective denoting the male gender is used, it shall be construed to include male and female employees.
- E. The Authority shall not discriminate against any employee or prospective employee in hiring, promotion, demotion, transfer, reassignment, recruitment, layoff, dismissal, compensation or training.



F. The Authority is committed to fair recruitment and selection practices and does not permit discrimination of any kind in its hiring procedures. This policy includes those individuals who are determined to be disabled in accordance with the Federal Americans With Disabilities Act of 1990 (ADA) and the New Jersey Law Against Discrimination (LAD).

## **ARTICLE 7 MILITARY LEAVE**

A. The Authority shall comply with the Uniformed Services Employment and Re-employment Rights Act of 1994 ("USERRA"), U.S.C. Chapter 43, Part III, Title 38), which clarifies and strengthens the Veterans' Re-employment Rights Statute.

B. Any full-time permanent employee who leaves the Authority directly to enter active service in the U.S. Armed Forces or Coast Guard, in time of war or emergency, will be granted a military leave of absence without pay for the full term of service and for ninety (90) days thereafter. The employee may use accrued compensatory time, vacation or administrative leave time before going on unpaid military leave.

C. In case of service-connected illness or injury which prevents the employee from returning to employment, the Authority will extend the employee's sick leave coverage three (3) months after recovery, but not beyond two (2) years after the employee's official date of discharge.

D. An employee who voluntarily continues his/her military service beyond the date release is permitted, or who voluntarily reenters the armed forces or accepts a regular commission, shall be required to resign his/her position with the Authority or face removal for job abandonment.

E. Any full time employee who is a member of the National Guard or of an Armed Forces or Coast Guard reserve component shall be granted paid leave of up to fourteen (14) days per year, in order to fulfill his/her annual active duty of field training obligations. For duty that is ordered beyond the fourteen (14) days, the employee may use accrued compensatory time, vacation, or administrative leave time, or go on leave without pay. The employee must present his/her official active duty orders to the Personnel Officer within three (3) days of receiving such notice.

F. Any full time employee who enlists in any reserve component of the Armed Forces or Coast Guard, or who is otherwise ordered to perform an initial period of active duty for training under the Reserve Forces Act of 1955, shall be granted an unpaid leave of absence for the period of such duly ordered training.

## **ARTICLE 8 SAFETY IN THE WORKPLACE**

A. The Authority will provide staff members with a workplace safe from recognized occupational hazards. The Authority will conduct its operations in a manner that safeguards employee health and safety, and in so doing will abide by all applicable laws, regulations, and internal standards.

B. Employees are required to report work-related injuries to their supervisor and to the Personnel Officer immediately if practicable, but not later than twenty-four (24) hours after the injury. Employees are required to know and follow procedures pertaining to safety in and evacuation of the Authority's facilities.

C. Employee complaints of unsafe and unhealthful conditions shall be reported to their immediate supervisor and shall be investigated within five (5) working days of the employee's complaint. Corrective action shall be initiated immediately to remedy the condition within safety guidelines. The Union will receive a written investigation report within ten (10) days of the completion of investigation and the promulgation of a written report, if any.

D. Employees shall not be required to work under conditions which are unsafe or unhealthful.

### **ARTICLE 9 VEHICLES**

A. When an employee of the Authority is required to use his/her personally owned automobile in the conduct of the Authority's business, as a requirement for employment, the Authority will reimburse the employee at the IRS rate for mileage and tolls.

B. The vehicles are required to be insured in accordance with New Jersey regulations.

C. Every employee is required to have a valid license to operate a motor vehicle in New Jersey.

D. The insurance policy does not have a provision for vandalism, only accident. However, the Authority will provide coverage up to the set amount as stated in the current policy for vandalism to residents' vehicles.

### **ARTICLE 10 ACCESS TO PERSONNEL FILES**

A. The Authority complies with all federal, state and local laws regarding access to personnel files and employees may have access to their personnel records. The Personnel Officer or other designated Authority representative will be present during the review of such files, and will honor reasonable requests from employees for copies of documents contained in their personnel files at no cost for the first copy of documents contained in their personnel files. Employees must provide a written request for additional copies of documents contained in their personnel files. The cost of the copies will be paid by the employees.

B. The employee's right to review the contents of his/her personnel file extends to all information, confidential letters or references received from third parties that may be kept in the employee's personnel file. Documents of anonymous, unsubstantiated origin will not be placed in the employees' personnel file.

C. Employees shall be granted access to their personnel files within three (3) days of submitting a written request for review of their personnel files.

### **ARTICLE 11 JOB DESCRIPTIONS**

A. The New Jersey Civil Service Commission approves all written Career Service job descriptions and changes thereto, where applicable. Current descriptions of Career Service titles in use at the Authority are available from the Authority's Personnel Officer and/or the New Jersey Civil Service Commission.

B. Any new title authorized for use by the Authority will be negotiated for inclusion or exclusion from the bargaining unit where applicable pursuant to the recognition clause.

C. Job descriptions of any/all new or changed titles shall be forwarded to the Union within five (5) working days of the effective date of the creation of and/or change in a title. Terms and conditions of the new or changed title shall be fully negotiable, where applicable.

### **ARTICLE 12 RESIGNATIONS**

A. An employee who wishes to voluntarily terminate his/her employment with the Authority in good standing must submit a written letter of resignation to his/her immediate supervisor and department head at least two (2) weeks in advance. Copies of the resignation should be forwarded to the Personnel Officer and the Executive Director.

B. Any employee who fails to comply with the two (2) week notice requirement, or who is absent from work for five (5) consecutive days without notifying an appropriate Authority supervisor or manager, shall be considered to have abandoned his/her job and shall be deemed to have resigned not in good standing, pursuant to N.J.A.C. 4A:2-6.2, or to have resigned in good standing and terminated immediately if not covered by the rules and regulations of the New Jersey Civil Service Commission.

### **ARTICLE 13 RETIREMENTS**

A. The Authority's employees who are members of the Public Employees Retirement System (PERS) may retire upon meeting the age and service requirements established by the New Jersey Division of Pensions and Benefits. Any employee who is contemplating retirement under PERS should begin the process at least six (6) months in advance by meeting with the Personnel Office for pre-retirement counseling. In conformity with State law, the Authority does not have a mandatory retirement age.

B. All permanent Career Service and unclassified Authority employees are required to join the New Jersey Public Employees Retirement System (PERS).

C. Retirees shall be eligible for periodic cost-of-living retirement benefit increases, as authorized by the New Jersey Division of Pensions and Benefits.

D. Any employee who was hired on or after January 1, 2007 or retires under PERS after January 1, 2007 shall be paid a maximum of fifteen thousand (\$15,000.00) dollars for accumulated sick time. Payments shall be made upon receipt of retirement approval from PERS. Employees who resign, are dismissed, are removed or elect deferred retirement shall not receive monetary compensation for unused sick leave days. Employees who have used more sick time than they have accrued and earned at the time of separation shall reimburse the authority for the full value of unused sick time.

#### **ARTICLE 14 LAYOFF**

A. For reasons of economy or efficiency or other related reasons, the Authority may have to conduct reductions in force and/or demotions. Such layoffs and/or demotions imply no delinquency or misconduct on the part of an affected employee. Layoffs and/or demotions shall be conducted in accordance with the New Jersey State Civil Service Commission rules and regulations where applicable.

B. Layoffs and/or demotions of employees not covered by the rules and regulations of the New Jersey State Civil Service Commission shall be conducted in the manner delineated below:

1. The Authority will provide written notice to the Union and all affected employees at least twenty (20) calendar days in advance of the layoff and/or demotion.
2. In the event of a layoff and/or demotion employees shall be laid off/demoted on the basis of seniority, so long as the Authority has the sole right to deviate from the layoff and/or demotion process herein where an employee's qualifications require him/her to remain on the payroll.
3. Laid off employees shall be recalled on the basis of seniority via a registered letter and regular mail to the employee's last known address on file with the Authority. The Union shall also be copied on said notice. A laid off employee must notify the Authority, in writing, of any change in his/her home address and/or telephone number and/or email address within seventy-two (72) hours of the change. Employees recalled from a layoff must respond to the recall notice within seven (7) calendar days of receipt of the notice by contacting the Authority in writing via registered mail and/or fax with a receipt.
4. Employees who fail to report to work after being recalled from a layoff shall be considered to have resigned, and shall be deemed to have waived all rights to reemployment.
5. Laid off employees shall maintain reemployment rights to the position they held before the layoff for a period of six (6) consecutive months from the date of the layoff.

6. Employees affected by a layoff shall be paid for all unused accrued vacation time and compensatory time, as covered in Articles 23 and 25 of this Agreement.

#### **ARTICLE 15 PROBATIONARY EMPLOYMENT**

- A. Newly hired probationary employees may be separated from their employment by action of the Executive Director or designee at any time without recourse for the employee.
- B. Every newly hired employee shall be subject to a probationary period of one hundred twenty (120) days commencing on his/her first permanent day of work at the Authority as defined below. The Authority may extend the probationary period for an additional forty-five (45) days with notice to the Union within two (2) weeks of the extension. During the one hundred twenty (120) day probationary period an employee may be removed from employment at any time for any reason or for no reason.
- C. Employees who are promoted also are subject to a probationary period of one hundred twenty (120) days. If during the probationary period a promoted employee has not demonstrated the ability to perform the duties of the new position, he/she shall retain the right to return to his/her previously held title at his/her former rate of pay.

#### **ARTICLE 16 JOB POSTINGS & PROMOTIONS**

- A. Vacant positions in the Authority shall be filled, whenever possible, by promoting qualified, lower level employees. Promotions shall be based on merit, to be ascertained either by New Jersey State Civil Service Commission examination or Authority testing, in accordance with New Jersey State Civil Service Commission rules, where applicable.
- B. All permanent Career Service employees who have completed one (1) year of permanent service, and who meet the minimum qualifications of the vacant position, may compete for promotion, where applicable.
- C. All new and vacant positions will be posted on all Union bulletin boards, agency webpage and sent via agency email to the employees advising of the nature of the position and the qualifications required and salary thereof. Said notice shall be posted for ten (10) consecutive work days.
- D. All promotions shall be made by awarding the position to the most qualified employee possessing the ability and experience to perform the job, who bids for that position.
- E. A copy of all postings will be sent to the local Union office when posted.
- F. Employees who wish to apply shall submit applications to the designated Authority individual.

G. No employee shall perform the duties of an Acting Position without express written approval from the Executive Director or his/her designee. Whenever an employee has performed the duties of an Acting Position higher classification for more than fourteen (14) accumulated working days within a sixty (60) day period (excluding vacation periods), he/she shall receive the starting hourly rate, or a ten (10%) percent increase on his/her current hourly rate, whichever is higher. Such rate shall not exceed the maximum for the Acting Position. Assignments to an Acting Position shall be made at the discretion of the Executive Director or his/her designee.

#### **ARTICLE 17 TUITION PAYMENT PROGRAM**

A. The Authority may provide Tuition reimbursement for employees who take educational courses that enhance their ability to perform their present job or may qualify the employee for a higher rated job. The Department Director and Executive Director must approve the course or program in writing. The Authority will pay up to two (2) courses per year at a recognized educational facility as long as the employee gets at least a "C" or "Pass" and is able to carry out his/her responsibilities. The employee will submit a tuition bill and course grade for reimbursement.

B. Authority Requested Training: The Authority will pay, in advance, fees for Authority initiated and sponsored training. All requests should be made to the immediate supervisor for approval by the Department Director.

#### **ARTICLE 18 WORK HOURS**

When non-emergency schedule changes are made by the Authority the maximum possible notice, which shall be at least fourteen (14) days, shall be given to the affected employees. This includes but is not limited to change in hours or work location.

#### **Administrative and Clerical Employees**

A. The regular workweek for employees covered by this Agreement is work thirty-two and one-half (32½) hours per week, six and one-half (6½) hours per day. Lunch break shall be one (1) hour.

B. Authority administrative (including supervisory staff), and clerical employees will be paid overtime compensation in the form of Compensatory Time Off ("CTO") as follows: CTO at one (1) times the number of hours worked beyond thirty-two and one-half (32½) hours per week, with a maximum of forty (40) hours per week. Overtime will be paid at the rate of time and one-half (1½) of the employee's base pay after the completion of forty (40) hours of work in any scheduled work week. All holiday hours and personal leave hours not worked will be considered time worked for the computing of overtime; all other paid or unpaid leave time shall not count.

C. Overtime assignments must be approved in advance by the employee's supervisor or department head.

D. An employee is considered late when he/she reports to work after his/her scheduled time of arrival or the time of expected return to duty. On those rare occasions when an employee cannot report on time, the employee must notify his/her supervisor as far in advance as possible, no later than fifteen (15) minutes prior to the commencement of the shift, except in case of emergency which must be documented, indicating his/her anticipated time of arrival at work. The employee may be subject to disciplinary action for any and/or all violations.

E. An employee who receives a work-related call while off duty, either at home or via cell phone, will be compensated at a regular rate of pay for his/her time if the call is more than fifteen (15) minutes in duration. If the call is less than fifteen (15) minutes in duration, the employee will not be compensated for the call. Phone calls shall be made via cellular phone in lieu of electronic chirp.

### **Maintenance and Protective Service Employees**

A. Maintenance and protective service employees of the Authority, including maintenance and protective service supervisors, covered by this Agreement shall work forty (40) hours per week, eight (8) hours per day, five (5) days per week, according to schedules adopted by the Authority management in conjunction with bargaining unit agreements. Lunch break shall be one-half (½) hour.

B. Because the Authority is committed to maintaining and securing its dwelling units seven (7) days per week, twenty-four (24) hours per day, maintenance and security staff must be available to serve residents on weekends and in emergencies.

C. Effective upon execution of this Agreement, maintenance and protective service employees who are called in to work will be guaranteed a minimum of two (2) hours straight time wages for the period of time called into work.

D. Overtime will be paid to maintenance and protective service employees at the rate of time and one-half (1½) of the employee's base pay after the completion of forty (40) hours of work in any scheduled work week. All holiday hours and personal leave hours not worked will be considered time worked for the computing of overtime; all other paid or unpaid leave time shall not count.

E. Overtime assignments must be approved in advance, by the employee's supervisor or department head.

F. An employee is considered late when he/she reports to work after his/her scheduled time of arrival or the time of expected return to duty. On those rare occasions when an employee cannot report on time, the employee must notify his/her supervisor as far in advance as possible, no later than fifteen (15) minutes prior to the commencement of the shift, except in case of

emergency which must be documented, indicating his/her anticipated time of arrival at work. The employee may be subject to disciplinary action for any and/or all violations.

G. An employee who receives a work-related call while off duty, either at home or via cell phone, will be compensated for his/her time if the call is more than fifteen (15) minutes in duration. The compensation for the call will be calculated by dividing the employee's hourly rate by sixty (60) and multiplying that sum by the number of minutes that the employee spends on the telephone. If the call is less than fifteen (15) minutes in duration, the employee will not be compensated for the call. Phone calls shall be made via cellular phone in lieu of electronic chirp.

## **ARTICLE 19 BREAKS & LUNCHES**

### **A. Breaks:**

Authority employees are entitled to two (2) paid fifteen (15) minute breaks during the workday, one (1) during each half of the day. Paid breaks are to be scheduled at the discretion of the employee's supervisor and should be confined to the Authority premises. Breaks may not be taken in conjunction with the employee's scheduled arrival, lunch or departure time.

### **B. Lunches:**

1. Administrative (including supervisory staff), clerical, and tenant services employees are entitled to a one (1) hour, unpaid lunch period each workday. Lunch periods are normally scheduled and taken, at the supervisor's discretion, for one hour, between 12:00 p.m. and 2:00 p.m. If an employee's regular work schedule makes it impractical to observe this lunch period, the employee's supervisor may establish an alternative one hour lunch period, with the approval of the appropriate Authority department director.

2. Maintenance and protective service employees are entitled to a one-half ( $\frac{1}{2}$ ) hour, unpaid lunch period, to be taken during the mid-portion of their work shift, at supervisory discretion.

3. Employees working during the scheduled lunch period and/or break in order to meet the needs of the Authority, with their supervisors' approval, will be compensated for the lunch time missed. If the time is worked, the time shall be paid as per the Authority policy, at the applicable overtime rate.



## **ARTICLE 20 HOLIDAYS**

A. Effective April 1, 2015, all Authority employees will/may receive the following paid holidays:

New Year's Day  
Dr. Martin Luther King's Birthday  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Election Day  
Veterans Day  
Thanksgiving Day  
Christmas Day

B. When any holiday falls on a Saturday, the holiday will be observed on the preceding Friday. When the holiday falls on a Sunday, it will be observed on the succeeding Monday.

C. Employees who accept an assignment or are scheduled to work on a holiday, but who fail to report without supervisory approval or without reasonable cause, will not receive holiday pay and may be subject to disciplinary action. Employees who accept an assignment or are scheduled to work on a holiday, and actually work such, will be compensated at two and one-half (2½) times of their base rate of pay for all hours worked up to their normal work hours per day, and one and one-half (1½) times their base rate for all hours worked beyond their normal work hours per day.

## **ARTICLE 21 CLASSIFICATIONS AND COMPENSATION PLAN**

A. Wages:

1. Effective April 1, 2015, the base salary of each unit employee will be increased by \$2,500.00 per employee.
2. Effective April 1, 2014 the base salary of each unit employee will be increased by \$1,250.00 per employee.
3. Effective April 1, 2015, the base salary of each unit employee will be increased by \$1,250.00 per employee.
4. Increases are only retroactive to April 1, 2015, if applicable.

B. The parties will insert the Job Classifications titles and salary ranges for each classification. The Authority will notify the Union within twenty (20) calendar days in writing of its request to establish any new job classifications and any changes to the existing classifications.

Any changes will include the rate of pay and description of job duties. The Authority will meet with the Union to discuss the new or changed job classifications. The Union has the right to negotiate the effects of any and all changes in said job classifications and to take any disputes to binding arbitration.

C. All employees who are required to hold/maintain a CDL driver's license and must use that license in the performance of their job duties for the Authority shall receive a stipend of two hundred fifty (\$250.00) dollars per year. This stipend will be paid in a separate check during the first two weeks of December to cover the preceding twelve (12) months.

D. All employees who receive a Black Seal license will be paid a supplement of ten (\$10.00) dollars (\$10.00) per week. Those licensed employees who are assigned to a boiler room will be paid an additional supplement of thirty-five (\$35.00) dollars per week for a possible total of forty-five (\$45.00) per week. This additional thirty-five (\$35.00) dollars supplement shall only apply to an employee having a current license who is assigned boiler room duties for at least five (5) days a week.

E. Upon notification, the Authority will reimburse the employee all costs of the renewal fees for the following licenses: CDL; Black Seal; Pesticides and Exterminations; and, HVAC. The employee must give the Personnel Officer eight (8) weeks notice prior to the expiration of his or her license.

F. Clothing Maintenance Allowance: Maintenance/Craft employees and the Messenger/Stock Clerk will receive a uniform and an annual clothing maintenance allowance of three hundred (\$350.00) dollars for each year of the contract paid in a separate check in December of each year. This allowance will be paid to the employee for the laundering and maintenance of his/her work uniforms. Uniforms will be distributed pursuant to practice and with the same number of uniforms to each employee including the necessary outdoor gear.

G. Employees who are assigned additional work duties or functions outside of their regular job responsibilities shall receive additional compensation per hour of ten (10%) percent of their total annual compensation. This shall apply after working two (2) consecutive days in the additional responsibilities and will be applied retroactively to the first day worked for all hours performing additional out-of-title job functions.

## **ARTICLE 22 PROMOTIONS COMPENSATION**

A. Upon promotion, an employee will receive a ten (10%) percent increase, or up to five (5%) percent above the minimum of the range of the new position, whichever is higher.

B. Upon promotion to a supervisor position, the employee shall be at a rate that is five (5%) percent higher than the rate of his or her highest paid subordinate. The Authority will hire subordinate employee(s) at a rate that is, at a minimum, five (5%) percent less than the rate of the employee's supervisor. In instances in which the Authority transfers an employee to a subordinate position in order to maintain the efficiency of Authority operations, and the

employee is paid at a rate that is higher than that of the supervisor in question due to the employee's longevity, the supervisor's rate will not be adjusted.

### **ARTICLE 23 COMPENSATORY TIME OFF**

- A. The payment of Compensatory Time Off (CTO) is discussed in Article 18.
- B. The accumulation of compensatory time off is limited to sixty (60) hours per employee. Compensatory time off shall be taken during the calendar year in which it is worked, except that CTO earned during the last quarter of the calendar year shall be used by the end of the first quarter of the next calendar year.
- C. Upon separation from the Authority, employees will receive cash compensation at their final rate of pay for any CTO balance up to sixty (60) hours. Those employees who had an excess of CTO time beyond sixty (60) hours as of 1-1-04 will be compensated for those excess CTO hours above sixty (60) at the base rate of pay which was in effect on 1-1-04 (exclusive of any special increase that may have been in affect for temporary work assignments/duties).

### **ARTICLE 24 INCLEMENT WEATHER COMPENSATION**

In the event of inclement weather, the Executive Director will determine if the Authority's offices will remain open and will notify employees via telephone, public access television and/or local radio. If the offices are not officially closed, employees are expected to report to work at their normal starting time. If any employee cannot make it to work, he/she should notify his/her supervisor and request appropriate personal, vacation or compensatory time off for the hours missed. If Authority offices are officially closed, employees will be paid for their normal workday as though it were an official holiday. This shall not apply to those employees required to work irrespective of whether the Authority offices are open or closed.

### **ARTICLE 25 LEAVE TIME**

#### **Vacation Time**

- A. 1. All current full-time employees who were hired prior to July 1, 2007 earn paid vacation leave monthly, credited on the 15<sup>th</sup> day of the month, based on their seniority, as follows:

Up to one (1) year of service - one (1) day per month  
Beginning one (1) through four (4) years - 15 days per year (1.25 per month)  
Beginning five (5) through nine (9) years - 18 days per year (1.5 per month)  
Beginning ten (10) through fourteen (14) years - 21 days per year (1.75 per month)  
Beginning fifteen (15) through twenty (20) years - 25 days per year (2.08 per month)  
Beginning twenty-one (21) or more years - 30 days per year (2.5 per month)

2. All full time employees hired after July 1, 2007 earn paid vacation leave monthly, credited on the 15th day of the month, based on their seniority, as follows:

1st year of service - 1 day per month  
2-4 years of service - 12 days per year  
5-9 years of service - 15 days per year  
10+ years of service - 20 days per year

B. Employees may carry forward up to one (1) year's worth of unused vacation time for reasons of business necessity only if approved by the Executive Director or designee. Employees who do not use said leave time in the following year (some or all) shall forfeit such unused leave time.

C. While vacation leave is an employee entitlement, the scheduling and granting of employee vacation requests is a supervisory prerogative necessary to minimize disruption to Authority operations. Vacation leave may be requested and approved in increments of one-half ( $\frac{1}{2}$ ) hour or more. Employee vacation requests must be made, in writing, to the supervisor, as far in advance as possible but at least one (1) day in advance for a single day and at least three (3) days in advance for two (2) to nine (9) consecutive days. Employees requiring ten (10) or more consecutive days vacation must submit a written request, through their supervisors, to the Executive Director at least ten (10) days in advance. Same day vacation requests shall not be telephoned in or granted, except under inclement weather conditions or personal or family emergencies.

D. Employees on approved unpaid leave shall not accrue any vacation benefits. Employees shall not be charged vacation leave for any official holiday which falls during the employee's scheduled, approved vacation. Employees who separate from employment with the Authority in good standing shall be paid for the full value of all earned, unused vacation time.

E. If the employee has no sick leave balance, he/she may charge such time against other accrued paid leave if available with the Executive Director or designee's approval. The Executive Director or designee's approval shall be non-grievable.

#### Personal Leave

A. All employees are entitled to four (4) personal leave days per year. Personal leave time may be used in increments of one (1) hour or more.

B. New employees earn their personal leave days at the rate of one (1) day per month over the first three (3) months of employment. All other employees are advanced the four (4) days at the beginning of each calendar year. Personal leave days must be used in the calendar year in which they are granted and may not be carried over from year to year. Employees are not compensated for unused personal leave days.

C. Forty-eight (48) hour notice in writing, except in an emergency, shall be given to the employee's supervisor in order to apply for and be considered for such leave. The supervisor

shall make every effort to grant the personal day request in keeping with the needs of the Authority. Except in an emergency, personal days may only be attached to a vacation or a holiday with prior approval by the employee's supervisor. If an employee requests leave on Good Friday, such leave shall not be unreasonably withheld.

#### Sick Leave

A. Paid sick leave benefit is to be used prudently and strictly to cover absences from work due to personal illness, exposure to contagious disease, or attendance upon a seriously ill family member or partner. "Family member" is defined as husband, wife, son, and daughter, mother, father, brother, sister, grandparent, grandchild, or other relative who resides with the employee. "Partner" is defined as a member of the employee's household who is not related by marriage, but with whom the employee has a significant, ongoing relationship, and is designated as the beneficiary on the employee's PERS applications.

B. Sick leave may be used in increments of one (1) hour or more, for nonemergency medical purposes such as physician and dentist appointments and medical tests, with the advance approval of the employee's supervisor.

C. New employees earn their sick leave at the rate of one (1) day per month, during their first calendar year of employment. Other employees are advanced fifteen (15) sick leave days per year, earned at the rate of one and one-quarter (1¼) days per month. If an employee has been advanced sick leave and he or she leaves prior to the end of the year, he or she shall be required to reimburse the Authority for time that has been advanced but not earned. Unused sick leave accumulates from year to year and is available to cover serious, unanticipated long-term illness.

D. Employees who need to use intermittent sick leave days are required to notify their supervisor by their scheduled reporting time. Supervisors may require employees to submit a doctor's note or other proof of personal or family illness, whenever they suspect sick leave abuse. Official medical certifications are required for any sick leave absences of three (3) days or more. Once an employee accumulates ten (10) intermittent called-in sick leave absences in any calendar year, he/she will be required to provide a doctor's certification for each subsequent sick leave absence during that year. Requested or required medical documentation must be presented to the employee's supervisor on the day the employee returns to work from sick leave. If the employee is out for five (5) or more days, the required medical documentation must be sent to the employee's supervisor as soon as the employee knows that the absence will extend beyond five (5) days.

E. Abuse of sick leave of any sort shall be subject to disciplinary action. The authority shall require a medical certification whenever there is a proven pattern of abuse.

F. The Authority shall also have the right to require medical certification at any other time at the expense of the Authority. Such request shall not be made in a random manner or with disparate impact upon any group of employees.

### Funeral Leave

Full time employees will be granted up to three (3) working days with pay per occurrence to attend a funeral of a family member or partner, as follows: the immediate family shall include the employee's spouse, domestic partner, children, siblings, parents, aunts, uncles, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandchildren, great grandparents, great grandchildren, step-parents or step-children. The Authority reserves the right to ask for proof of death. Funeral Leave is specifically provided to allow funeral service attendance and must include one of the following days: date of death, any day of viewing, date of interment or day of religious or memorial service. Domestic partner shall be defined as per New Jersey law.

### Court Leave

A. Any employee who is summoned to perform jury duty, who is subpoenaed to appear as a witness before a court, legislative committee, judicial or quasi-judicial proceeding and who is a party to any action, unless the employee is a defendant in an Authority matter, shall be excused from their normal work duties, with pay in order to fulfill this civic obligation.

B. Copies of the jury duty summons or subpoena must be given to the employee's supervisor within three (3) days of receipt. Employees who perform jury duty or who appear as witnesses shall request a certificate of attendance from the court and provide a copy of the certificate to their supervisor.

C. Jury pay will be endorsed over to the Authority.

D. Only employees who receive a subpoena to be a witness in a case which is directly related to the business of the Authority will be given the same level of absence with pay as granted above for jury duty with the following exception: an employee who is a plaintiff in a case in which he/she has brought against the Authority will not be eligible for such compensation and will be required to utilize his/her vacation, compensatory and/or personal leave time. Such time off shall not be unreasonably denied.

### Leaves of Absence Without Pay

The Executive Director may grant full time permanent employees an unpaid leave of absence for up to ninety (90) calendar days for medical (personal or family) or personal reasons. Requests for such leave must be made, in writing, at least thirty (30) working days in advance to the Executive Director or his authorized agent. Written requests shall include a detailed explanation of and need for the requested leave. Unpaid Leaves of absence for full time permanent employees may be extended for an additional ninety (90) calendar days, when requested in writing and approved by the Executive Director and shall not be unreasonably denied. Said denial of either leave request shall be non-grievable.

### Family and Medical Leave

Eligible employees are entitled a twelve (12) week, unpaid leave of absence, pursuant to the Federal Family and Medical Leave Act of 1993, as amended or supplemented, and the New Jersey Family Leave Act, as amended or supplemented. Employee leave entitlements and eligibility are governed by law and are not diminished, increased or modified by Authority policy.

### Donated Leave

A. The Authority has established a donated leave program which allows Authority employees to voluntarily donate a portion of their earned sick and/or vacation time to other Authority employees who have exhausted their own earned leave time and who:

1. Suffer from a catastrophic health condition or injury that necessitates the employee's prolonged absence from work, or
2. Are needed to care for a member of their immediate family who is suffering from a catastrophic health condition or injury.

B. A full program description, including donor and recipient participation requirements, is available from the Personnel Office.

### Effect of Leave on Benefits

A. During paid leave, enrolled employees shall continue to receive full health insurance and pension benefits. The Authority will pay the employer portion of health benefit premiums for up to twelve (12) weeks for employees on approved, unpaid family or medical leave. Employees are responsible for paying their portion of the premium cost for their covered co-dependants in order to maintain dependant coverage.

B. The Authority does not pay health insurance premiums for any employee on unpaid personal or military leave beyond the initial twelve (12) weeks. To continue their health benefits coverage while on such leave, employees must pay both the employee and employer portion of the health benefit premiums. The Authority also does not pay health insurance premiums for employees on unpaid leave at the discretion of the Executive Director. To continue their health benefits coverage while on such leave, employees must pay both the employee and employer portion of the health benefit premiums.

C. Employees on unpaid leave will receive a schedule for making health benefits premium payments or co-payments. Failure to remit payment to the Authority within thirty (30) calendar days of the due date will result in termination of health benefits coverage for the duration of the approved leave. Employees who lose their health benefits coverage may reapply for restoration within sixty (60) calendar days after the original termination of benefits.

D. Employees accrue no seniority, or additional sick or vacation leave, while on unpaid leaves of absence. All pension contributions and disability insurance coverage cease during

unpaid leave. Employees may be eligible to purchase additional pension credit for the leave period through the New Jersey State Division of Pension and Benefits.

## **ARTICLE 26 WORKERS' COMPENSATION**

A. Employees injured on the job are covered under Workers' Compensation for wage loss and other benefits required by statute. Information regarding benefits, coverage, exclusions and other terms and conditions is available and can be obtained from the Personnel Officer.

B. To be eligible for Worker's Compensation coverage, employees must report work-related accidents immediately to their supervisor in writing and must receive necessary medical attention only from providers designated by the Authority or its Workers' Compensation insurance carrier. Supervisors of injured employees are required to report injuries and accidents immediately to the Personnel Officer.

## **ARTICLE 27 EMPLOYEE BENEFITS**

### **Medical Benefits**

A. The Authority offers its employees and their eligible dependents a standard package of medical, dental, prescription drug and vision care benefits, which become effective sixty (60) to ninety (90) days after the first day of employment with the Authority. Health benefits remain in effect while persons are in the paid employ of the Authority, subject to limitations imposed by State Health Benefits regulations and Authority policy. Health benefits may continue into retirement provided the retiree meets the service requirements established by the New Jersey Division of Pensions and Benefits. Employees who separate from the Authority may be eligible to purchase group health benefits coverage under the Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1986, as amended and supplemented.

B. All employees shall contribute to their health insurance/major medical coverage pursuant to State Law.

### **Life Insurance**

Employees shall receive a free non-contributory life insurance benefit equal to one and one half (1½) times the employee's base salary earned in the twelve (12) months preceding their death. The benefit shall be pro-rated during the first year of coverage.

### **Vision Care**

A. Available free to full-time Authority employees and their eligible dependents, the vision care program provides partial reimbursement for the cost of eye examinations, eyeglasses and contact lenses. Employees are eligible for vision care reimbursement on the first day of the month following three (3) months of employment.



The Authority's obligation shall be capped at the premium paid December 31, 2006; the employees shall be required to make a monthly contribution ranging from \$0.75 to \$2.50 depending upon their coverage.

B. Coverage shall be provided as follows:

Eye examination	\$25 per year
Frames	\$12 per year
Lenses	
Single Vision	\$14 per year
Bifocals (single)	\$25 per year
(double)	\$47 per year
Trifocals	\$37 per year
Lenticular	
(including aspheric)	\$112 per year
Contact	\$112 per year

Temporary Disability Insurance

State of New Jersey Temporary Disability Insurance (TDI) that provides income assistance to disabled employees for up to twenty-six (26) weeks covers all fulltime Authority employees. To be eligible for TDI benefits, an employee must be out of work due to personal illness for an extended period of time, have exhausted all accrued sick leave and be under the care of a licensed physician, dentist, podiatrist, chiropractor, optometrist or psychologist. Claims for TDI benefits must be filed no later than thirty (30) days following the first day of disability.

Short-Term Disability Insurance

Employees may purchase additional short-term disability insurance to extend the income assistance benefits of TDI. The Authority has contracted with a private insurance carrier to provide this supplemental benefit, which is paid for by interested employees through payroll deduct.

Deferred Compensation

The Authority offers a Federal Internal Revenue Code Section 457 plan that allows its full-time employees to defer a portion of their income from federal income taxes and save for their retirement, subject to current IRS regulations. Employees who participate in the deferred compensation program may withhold some of their annual salary, up to the maximum allowed by the IRS regulations, and invest it in a wide range of stocks, bonds, money markets or mutual funds. Federal income taxes are deferred on withheld amounts and accumulated investment earnings until the assets are distributed or when the employee retires, presumably at a lower tax rate. This program is administered on behalf of participating Authority employees by a reputable private investment firm.

### Tax Savings Plan

The Authority has contracted with a private firm to administer a tax savings plan for its employees, as provided for under Section 125 of the Federal Internal Revenue Code.

This plan allows participating employees to set aside before-tax dollars to pay for certain medical, dental, and dependant care expense, thereby avoiding federal taxes and saving money.

### Prescription Plan

The plan shall be provided as it exists under the State Health Benefits Plan. This is inclusive of the plan applicable to mail order prescriptions.

### Dependant Eligibility

Dependants are eligible for coverage in accordance with State or Federal Law.

## **ARTICLE 28 DISCIPLINE**

A Employees covered under Civil service shall be subject to discipline in accordance with the provisions of the Title 11A of the New Jersey Statutes, Title 4A of the New Jersey Administrative code and where applicable the collective bargaining agreement. All disciplinary actions shall also be in compliance with NJDOP laws, statutes, rules and regulations, where applicable.

B. It is the responsibility of the supervisor to enforce and maintain proper discipline. Discipline of an employee shall be consistent with New Jersey Civil Service Commission rules; discipline may be minor or major.

C. Employees may respond to any disciplinary action or hearing decision with a written response. Such response shall be placed in the employee's personnel file at their request.

D. All disciplinary actions shall be in compliance with NJ Civil Service Commission rules (N.J.A.C. 4A:2), where applicable.

E. Minor discipline includes any oral or written warning, written reprimand, fine, or suspension without pay for up to five (5) days. Any allegations regarding minor discipline shall be subject to the grievance procedure and may be submitted to advisory (non-binding) arbitration. This shall apply to Civil Service and non Civil Service employees.

F. Major discipline, for Civil Service employees, shall include termination, disciplinary demotion, suspension or fine of five (5) consecutive days or more. Major discipline, for Civil Service employees, shall also mean aggregate suspension of fifteen (15) days or more in a calendar year and/or more than three (3) suspensions or fines of five (5) working days or less in a calendar year.

G. In regard to non-Civil Service employees, the following is a non-exclusive list of possible violations that may affect the employee's status/employment with the Authority:

- Falsification of public records, including attendance and other personnel records
- Failure to report absence
- Chronic or excessive absence and/or tardiness
- Harassment of co-workers, volunteers or visitors
- Theft or attempted theft of property belonging to the ACHA, fellow employee, visitors, volunteers
- Fighting on Authority property at any time
- Being under the influence of intoxicants or illegal drugs on ACHA property at any time during work
- Insubordination
- Failure to perform duties, inefficiency, or substandard performance
- Deliberate destruction or damage to Authority property
- Disorderly conduct, use of abusive and/or obscene language
- Sleeping on the job, having sex on the job, reading and/or presenting pornographic material while on duty, gambling on Authority premises
- Carrying any illegal or unregistered weapon of any kind on the job or during work hours
- Violation of established safety and fire regulations
- Conviction of a Crime
- Conduct unbecoming a public employee
- Soliciting on Authority property during work time
- Unauthorized absence from work area and/or roaming or loitering on the premises during scheduled work hours
- Defacing walls, bulletin board or any other Authority property
- Unauthorized disclosure of confidential Authority information
- Gambling on Authority premises
- Violation of Authority policies, procedures and regulations
- Misuse of public property, including motor vehicles
- Violation of Federal, State and/or Authority regulations concerning drug and alcohol use and/or possession

H. Discipline for an employee shall be imposed for just cause. The Union/Steward will be informed within forty-eight (48) hours by mail or fax when discipline of any nature is to be imposed.

Discipline will be filed within ten (10) days from the date on which the act which is the subject of the discipline occurred or ten (10) days from the date on which management reasonably should have known of its occurrence. Where the nature of the discipline is the subject of an investigation conducted by a federal or state agency, discipline will be filed within ten (10) days of receipt of notification of the conclusion of the investigation and/or filing of the charges.

I. If an employee is summoned to a meeting, which he/she reasonably believes will lead to disciplinary action, he/she will have the right to have a Union Steward or Union Representative at the meeting.

J. When the immediate supervisor/manager believes that an employee has acted in such a manner that he/she should be subject to disciplinary action, the immediate supervisor/manager should first privately discuss the matter with the employee concerned and the Union representative, if the employee requests such.

K. After the immediate supervisor/manager reviews the materials and the incident and documentation and considers the employee's view, he/she may take the following action: Determine the matter does not warrant discipline; Issue a verbal reprimand with notations to the employee's personnel file that such action was taken; Issue a written reprimand with a copy of the reprimand placed in the employee's personnel file; Draft disciplinary charges describing the incident/infraction with appropriate documentation; Draft disciplinary charges describing the incident/infraction and making a recommendation for suspension or termination. Potential suspension and termination actions must be approved by the Personnel Officer and the Executive Director. The charges regarding potential suspension and termination actions should be submitted to the Personnel Officer with appropriate documentation supporting the recommendation.

L. Upon request of the Union, the parties will mutually arrange a hearing at the earliest possible date after the proper notice has been given to the employee.

M. A hearing officer will be assigned by the Executive Director or designee. All facts should be presented at this hearing, and both parties afforded the opportunity to present witnesses, documents and make oral arguments before the hearing officer.

N. A report of the hearing and a determination of the extent of disciplinary action, if any, will be made within twenty (20) calendar days by the hearing officer after the close of the record.

O. The Personnel Officer, with the approval of the Executive Director, may determine that an immediate suspension with or without pay may be imposed pending the outcome of the hearing. The employee will be notified of such a determination and the reasons for the decision upon being served with the disciplinary charges, and given an opportunity to respond verbally or in writing.

P Following a hearing, the Hearing Officer may decide to agree with the recommended Disciplinary action or amend the recommended action to take one (1) or more of the following forms, which are not required to be in the order set forth below:

1. Verbal reprimand, with notations to the employee's personnel file that such action was taken;
2. Written reprimand with a copy of the reprimand placed in the employee's personnel file;
3. Suspension from duty without pay for one (1) or more days;

4. Demotion or payment of a fine as set forth below. Demotion shall include, but not be limited to, a change in job title and/or loss of pay. A fine may be imposed as a form of restitution, in lieu of suspension, where the employee has agreed to payment of a fine as a disciplinary action. The fine may be paid in lump sum or installments, as determined by the Executive Director or designee;
5. Dismissal from the Authority's employ.

Q. The Executive Director will review the Hearing Officer's decision and authorize the imposition of the recommended disciplinary action. The Executive Director can, for good cause, amend the recommended action prior to imposition. The Union will be permitted in such a situation to provide written opposition to the Executive Director's decision, only where the action of the Executive Director causes an increased discipline.

R. All documents in any way connected with the employee's disciplinary history shall be placed permanently in the employee's personnel file and may be viewed in accordance with the terms of this collective bargaining agreement.

S. Newly hired probationary employees may be separated from their employment by action of the Executive Director or designee at any time without recourse from the employee.

T. An employee who is terminated shall be entitled to payment for any unused "benefit" days.

U. The decisions rendered by the Authority or its designees, as set forth below shall be subject to the Grievance Procedure below or, where applicable, appealed to NJ Civil Service Commission.

V. The Union shall be provided with any disciplinary notices/decision given to its members.

W. At any hearing where discipline will be imposed, either party may make a verbatim recording through the use of a certified stenographic reporter (CSR). Such record is to be transcribed and paid for at the request of the party who ordered the CSR. However, if a record is transcribed, the other party shall receive a copy if submitted to appeal.

X. The Union shall be provided with a copy of all written material when such material is to be relied upon in any personnel action resulting in disciplinary proceedings.

Y. Employees shall be entitled to receive written notice of any disciplinary action, including the reasons therefore, prior to the action being taken except when immediate suspension is required if an employee is unfit for duty, a hazard to any person, to maintain the health, safety or welfare of the workplace, or effective direction of public services or when criminal charges have been brought against any employee.

Z. Supervisors must document all disciplinary actions with facts and dates of any counseling sessions and/or other previous disciplinary actions.

AA. Employees are requested to sign any notice of disciplinary action only to acknowledge its receipt. If an employee refuses to sign, said refusal will be so noted and the notice is to be signed by the supervisor in the presence of the employee.

BB. Nothing in this agreement shall compel the Union to submit a disciplinary action to arbitration or to represent any employee before the Merit System Board.

CC. All cases involving discipline shall be processed through the grievance procedure, except that employees covered by the New Jersey Civil Service Commission shall have their cases processed in accordance with those procedures.

DD. Management shall bear the initial burden of proof in all matters at each step relating to discipline.

EE. Disciplines involving suspensions of five days or less, reprimands verbal or written shall be processed up through the grievance/arbitration process, except that the recommendation of the arbitrator shall be advisory.

## **ARTICLE 29 GRIEVANCES**

A. A Contractual Grievance is an allegation by an employee or the Union that a specific provision of this Agreement has been violated. All other allegations as to a violation of a rule, regulation, policy or procedure of the Authority may be submitted to all steps of the grievance procedure. These non-contract grievances may not be submitted to binding arbitration.

B. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment under this Agreement.

C. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with an appropriate member of the Department's supervisory staff and having the grievance adjusted without the intervention of the Union.

D. With regard to employees, the term grievance as used herein means an appeal by an individual employee or groups of employees, from the interpretation, application, or violation of policies, agreements and administrative decisions affecting them, as amended in Section A above.

E. The following constitutes the sole and exclusive method of resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent. The definition of working days is Monday through Friday, excluding holidays, irrespective of employee work days or not. Grievances may only be formally filed and processed by the CWA/Union.

### **STEP ONE:**

The aggrieved or the Union shall institute action within ten (10) working days after the event giving rise to the grievance has occurred or ten (10) working days from the time the employee became aware of the event or occurrence giving rise to the grievance by submitting a written grievance to the Immediate Supervisor/Manager. The parties shall schedule a grievance meeting within seven (7) workdays from receipt of the grievance. The Supervisor/Manager shall respond in writing, to the Union, within five (5) workdays of the Step One meeting. Failure to act within said seven (7) working days shall be deemed to constitute an abandonment of the grievance.

### **STEP TWO:**

If grievance is not resolved at Step One, it may be appealed to the Department Head within fifteen (15) work days from the receipt or non receipt of the Step One decision. Step One grievance shall contain the relevant facts and the remedy requested by the grievant. Upon receipt of the grievance, the parties shall schedule a grievance meeting within five (5) work days from the receipt of the grievance. The Department Head shall submit a written decision to the Union within (10) work days of the hearing. Failure to submit a decision within the designated time frame shall be construed as a negative response and may be appealed to Step Three.

### **STEP THREE:**

If the Union wishes to appeal the decision of the Department Head, it shall be presented in writing to the Executive Director or designee within ten (10) calendar days. The grievance shall contain the relevant facts and the remedy requested by the grievant. Upon receipt of the grievance, the Executive Director or designee shall review all material and will schedule a hearing within fifteen (15) calendar days. Oral testimony, relevant materials, and witnesses may be presented. The Executive Director shall submit a written decision to the union within twenty (20) calendar days of receipt of the grievance hearing. Failure to submit a decision within the designated time frame shall be construed as a negative response.

### **STEP FOUR:**

If a grievance involves anything other than minor discipline (suspensions of five (5) days or less, written/verbal warnings), the Union shall be entitled to binding arbitration.

1. The Union must file for arbitration, advisory or binding, within twenty-five (25) calendar days of the Executive Director's decision or non-decision in Step Three.
2. Major discipline shall be defined as any suspension in excess of five (5) working days or termination, or as defined in this Agreement.

3. A request for a list of arbitrators shall be made to the Public Employees Relations Commission by the moving party and both parties shall then be bound by the rules and procedures of P.E.R.C in the selection of an arbitrator.

4. The arbitrator shall limit himself/herself to the interpretation and application of the terms of this Agreement and to the issues submitted to him/her and consider no other(s).

5. The arbitrator shall have no authority to add to, detract from, alter, amend or modify any provision of this Agreement or impose on any party thereto a limitation or obligation not provided in this Agreement.

6. The award of the arbitrator on the merits of any grievance within his/her jurisdiction and authority as provided in this Agreement shall be binding upon the parties except for minor discipline, as defined herein.

7. The fee for the arbitration shall be borne equally by the parties.

8. No prejudice will attend any party in interest by reason of the utilization or participation in the grievance procedure.

9. Employees who have a common complaint may file a group grievance using this procedure.

10. The aggrieved employee will be granted necessary time to schedule and attend grievance meetings with the supervisor, department director and designated hearing officer, so long as it does not impact the operation of the Authority.

### **GENERAL INFORMATION**

All information concerning employee grievances will be held in strict confidence. It is agreed that the individual employee and/or group of employees are entitled to use this grievance procedure and to be represented by the Union. He/she will not be coerced, intimidated or suffer any reprisal as a direct or indirect result of the grievance procedure.

Grievances initiated by the Authority shall be filed simultaneously with the appropriate Union Official, designated by the Union and the relevant shop steward within ten (10) calendar days of the occurrence or event giving rise to the grievance. The Authority and the Union shall schedule a meeting within fifteen (15) calendar days of the grievance filing in an effort to resolve the dispute.

The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, the grievance shall be deemed to have been abandoned. If any grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. If the Authority does not answer the grievance within the time limits in question, the grievance shall be deemed denied. Nothing herein shall



prevent the parties from mutually agreeing to extend or shorten the time limits for processing the grievance-at any step in the grievance procedure.

Failure to respond by the time limits established shall be deemed a denial of the grievance at that step.

Nothing in the agreement will be construed as compelling the Union to submit a grievance to arbitration.

The Union's decision to request the movement of any grievance at any step or to terminate the grievance at any step shall be final as to the interests of the grievant and the Union.

It is understood by the parties that only the Union may process grievances involving alleged violations of the Agreement.

It is agreed that the individual employee and/or group of employees are entitled to use this grievance procedure and be represented by the Union. He/she will not be coerced, intimidated or suffer any reprisal as a direct or indirect result of the grievance procedure.

### **ARTICLE 30 SEVERABILITY**

A. In the event that any provision of this Agreement between the parties shall be held by operation of law and/or by a court or administrative agency of competent and final jurisdiction to be invalid or unenforceable, the remainder of the provisions of such Agreement shall not be affected thereby but shall be continued in full force and effect.

B. Any specific or general provision of this Agreement notwithstanding, wherever a provision of this contract is determined to be in conflict with the Law of the State of New Jersey, or with rules, regulations or procedures there under, the Law, regulations, rules and procedures shall be controlling.

C. This Agreement shall not be modified, altered or changed except by written agreement of the parties.

### **ARTICLE 31 FULLY BARGAINED PROVISIONS**

A. The parties acknowledge that this Agreement represents and incorporates the complete and final understanding and settlement of the parties on all bargainable issues, which were or could have been subject to negotiations. Unless otherwise specially provided in this Agreement, no prior administrative procedure, practice or past practice shall be interpreted or applied so as to enlarge or otherwise conflict with the express terms of this Agreement and all such procedures or practices or past practices shall be considered to have been eliminated.

B. During the term of this Agreement, neither party will be required to negotiate with respect to any such matters, whether or not covered by this Agreement and whether or not within

the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement, except where there is contract language that permits a re-opener or the parties mutually agree to renegotiate a term and/or condition of employment.

C. This document constitutes the sole and complete agreement between the parties and embodies all of the terms and conditions governing the employment of employees in the Union.

D. The parties acknowledge that they have had the opportunity to present and discuss proposals on any subject, without prejudice, which is (or may be) subject to collective bargaining.

### **ARTICLE 32 LEGAL REFERENCES**

A. Nothing contained herein shall be construed to deny or restrict an employee covered by this agreement such right as he/she may have under any other applicable laws and regulations.

B. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law(s), then such provision shall not be deemed valid and the remaining provisions of the Agreement contained herein shall continue in full force and affect.

### **ARTICLE 33 DURATION OF CONTRACT**

The terms and conditions set forth in this agreement shall become effective on April 1, 2015 and shall continue in full force until March 31, 2018, or until execution of a successor agreement.

### **ARTICLE 34 MANAGEMENT RIGHTS**

A. The Authority hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon it and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States, including but without limiting the generality of the foregoing the following specific rights:

1. To the executive management and administrative control of all Housing Authority functions, properties and facilities and the activities of Housing Authority employees;

2. To take personnel action subject to the provisions of Civil Service for Civil Service employees and PERC law as amended;

3. To maintain the efficiency of Authority operations;

4. To take all necessary actions to carry out its mission in emergencies (emergency to be construed as a sudden generally unexpected occurrence demanding immediate actions);

5. To exercise control and discretion over its organization and the technology of performing its work;

6. To schedule employee work hours pursuant to the terms of this Agreement;

7. To take disciplinary action after thorough review of the incident;

B. In exercise of the foregoing rights, powers, authorities, duties and responsibilities of the Housing Authority, the adoption of policies, rules, regulations, and practices in furtherance thereof and the use of judgment and discretion in connection with the implementation thereof, shall be limited only by the specific and express written terms of this Agreement, and then only to the extent such written specific and express terms are in conformance with the Constitution and laws of the State of New Jersey and the United States.

C. It is understood and agreed that the Employer, at its sound discretion, possesses the right, in accordance with applicable laws, to manage all operations, including the direction of the working force and the right to plan, direct and control the operation of all equipment and other property of the Employer, except as modified by this Agreement.

D. Except as specifically otherwise provided in this Agreement, all rights, powers and authority not specifically restricted by this Agreement are retained and remain exclusively and without limitation within the right of management. The Union, on behalf of the employees, recognizes that the primary obligation of this Authority is to serve the public.

### **ARTICLE 35 LABOR-MANAGEMENT COMMITTEE**

A. A Committee composed of representatives of the Union and the Employer shall be established to resolve problems dealing with the implementation of this Agreement, to handle the specific responsibilities assigned to it by this Agreement, and to discuss other labor-management problems that may arise.

B. The Committee shall be composed of no more than three (3) Union Employees, at least one Union Staff Representative, and an equal or lesser number of no more than four (4) Management representatives.

C. The Committee shall meet bi-monthly, unless otherwise agreed to by both parties. Meetings shall not exceed ninety (90) minutes in duration.

D. The Union will provide an Agenda to Management at least five (5) business days in advance of each scheduled meeting.

IN WITNESS WHEREOF, The Housing Authority & Urban Redevelopment Agency of the City of Atlantic City and Communications Workers of America have hereunder caused this Agreement to be properly signed by their duly authorized representatives on this \_\_\_\_ day of July 2015.

**COMMUNICATIONS WORKERS OF  
AMERICA, AFL-CIO**

**HOUSING AUTHORITY & URBAN  
REDEVELOPMENT AGENCY OF  
THE CITY OF ATLANTIC CITY**

Franceline Elmer 9/2/15

Joel Pierre Clarke  
Joel P. Clarke, Board Chairman  
Board of Commissioners

Carlyle 9/2/15

Chris Zager 9/2/15

ATTEST:

Barbara Battistone

## SCHEDULE A

A. The following titles are within the bargaining unit:

Affirmative Action Officer	\$47,500 - \$62,500
Family Service Supervisors	\$47,500 - \$62,500
Housing Manager	\$32,500 - \$47,500
Network Administrator 1	\$47,500 - \$62,500
Property Manager	\$47,500 - \$62,500
Senior Property Manager	\$47,500 - \$62,500
Supervisor Data Process	\$47,500 - \$62,500
Urban Renewal Supervisor	\$47,500 - \$62,500